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**JOINT TERRORISM TASK FORCE**

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

WASHINGTON STATE PATROL  
(the "Participating Agency")

**PREAMBLE**

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead agency domestically for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

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This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Washington State Patrol, hereinafter Participating Agency, to the FBI-led JTTFs in selected locations around the United States.

### **I. PURPOSE**

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agency, in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

### **II. MISSION**

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

### **III. AUTHORITY**

Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, Presidential Decision Directives (PDD) 39, PDD 62, and pending approval of National Security Presidential Decision Directive (NSPD) 46 and Homeland Security Presidential Directive (HSPD) 15, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

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**IV. CONTROLLING DOCUMENTS**

A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General's Guidelines and directives, to include the following, as amended or supplemented:

1. Attorney General's Guidelines on General Crimes, Racketeering Enterprise and Terrorism Enterprise Investigations;
2. Attorney General's Guidelines for FBI National Security Investigations and Foreign Intelligence Collection;
3. Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations;
4. Attorney General's Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
5. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
6. Attorney General's Guidelines Regarding the Use of Confidential Informants;
7. Attorney General's Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
8. Attorney General's Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
9. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).

B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special

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investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

**V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE**

**A. MEMBERS**

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

**B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION**

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI's local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division's JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency's headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other

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personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the Participating Agency may provide for overtime reimbursement by the FBI by separate written agreement.

5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI.

**C. PHYSICAL LOCATION AND SUPPORT:**

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

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**VI. SECURITY PROGRAM**

**A. CLEARANCES**

1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary "need-to-know." Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI's Security Division. Pursuant to federal law, JTTF members are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer's security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. Each Participating Agency fully understands that its personnel detailed to the JTTF are not permitted to discuss official JTTF business with supervisors who are not members of the JTTF unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the FBI JTTF Supervisor. Participating Agency heads will be briefed regarding JTTF matters by the SAC or ADIC, as appropriate, through established JTTF Executive Board meetings.

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5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counter-intelligence focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.
6. All JTTF members must agree to submit to counter-intelligence focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

**B. RESTRICTIONS ON ELECTRONIC EQUIPMENT**

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDS, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

**VII. DEPUTATION**

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

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Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not : (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

**VIII. STAFFING COMMITMENT**

- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details, or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

**IX. RECORDS, REPORTS AND INFORMATION SHARING**

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the

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Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.

- B. Each Participating Agency agrees to have its Detailers to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

**X. COORDINATION**

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTFs.
- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

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**XI. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

**XII. TRAVEL**

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTFs. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTFs to conduct investigations outside of the JTTF's assigned territory.

**XIII. VEHICLES AND EQUIPMENT**

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.
  
- B. Any civil liability arising from the use of an FBI owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall be the responsibility of the Participating Agency. The Participating Agency will indemnify and hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating Agency JTTF

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member which is outside of the scope of his or her official duties and assignments under this MOU.

- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member's assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

**XIV. FORFEITURE**

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

**XV. HUMAN SOURCES**

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General's and the FBI's guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.
- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

**XVI. MEDICAL**

- A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

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B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. § 3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

## **XVII. TRAINING**

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

## **XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

Members of the JTTF will follow their own agency's policy concerning use of deadly force.

## **XIX. DEPARTMENT OF DEFENSE COMPONENTS**

The Posse Comitatus Act, 18 U.S.C. § 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or

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subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

**XX. MEDIA**

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

**XXI. LIABILITY**

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

**A. COMMON LAW TORT CLAIMS**

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted

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within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.

4. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

**B. CONSTITUTIONAL CLAIMS**

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
4. An employee may be provided representation "when the actions for which representation is requested reasonably appears to have been performed within the scope of the employee's employment, and the Attorney General, or his or

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her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

5. A JTTF member's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).
7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

**C. EXPRESS RESERVATIONS**

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

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**XXII. DURATION**

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

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**XXIII. AMENDMENTS**

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:

Paul S. Bechley  
JOHN R. BASTISTE  
Chief  
Washington State Patrol

Date: 4-13-07

Laura M. Laughlin  
LAURA M. LAUGHLIN  
Special Agent-in-Charge  
Seattle Division  
Federal Bureau of Investigation

Date: 2/9/2007

John S. Bales  
John S. Bales  
Chief Contracting Officer  
Federal Bureau of Investigation  
Washington, D.C.

Date: 12-7-06

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## CYBER CRIME TASK FORCE MEMORANDUM OF UNDERSTANDING

**A. PARTIES.** This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

1. <b>Federal Bureau of Investigation (FBI)</b> (authorized pursuant to 28 USC 533, 534; 28 C.F.R. § 0.85)	2. <b>Washington State Patrol</b>
3. _____	4. _____
5. _____	6. _____

**B. PURPOSE.** This MOU delineates the responsibilities and commitments of the Participating Agencies in the Seattle, Washington/Seattle Field Office, Northwest Cyber Crime Task Force (CCTF). The MOU also outlines the mission and procedures for the CCTF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CCTF.

**C. MISSION.** The mission of the CCTF is to investigate and apprehend high technology criminals and to protect our communities by preventing high technology crime and national security threats involving computers and computer networks. The CCTF is established on the premise that the capabilities of law enforcement agencies to investigate computer and high technology related crimes are enhanced in a task force setting involving the sharing of resources and expertise. The CCTF will utilize its specialized resources to investigate, and to prevent when possible, criminal cases and national security threats when: (1) Computers and high technologies are the target of a crime; (2) Computers and high technologies are the principal instrumentality of a crime; or, (3) Computers and high technologies are misused to facilitate violations of other criminal laws or threats to the national security and a specialized understanding of technology is required for investigation or prosecution.

**D. INVESTIGATIVE EXCLUSIVITY.** Matters designated to be handled by the CCTF will not knowingly be subject to separate and/or independent outside law enforcement efforts by any of the participating or referring agencies. Each Participating Agency shall make proper internal notification regarding the CCTF's existence and areas of investigation.

**E. PROSECUTIONS.** A determination will be made for each CCTF investigation on whether the matter should be submitted for filing in federal or state court. This determination shall be based on the evidence obtained and a consideration of which method of prosecution will result in the greatest benefit to the overall objectives of the CCTF and the community.

**F. DOCUMENTS AND AUTHORITIES INCORPORATED BY REFERENCE.** The Participating Agencies agree to abide by the separate document titled "Cyber Crime Task Force Standard Operating Procedures." The CCTF SOP, as updated from time to time, is fully incorporated by reference into this MOU.

**G. ADMINISTRATIVE RESPONSIBILITIES**

1. Shared Responsibilities: All participants of the CCTF acknowledge that this is a joint operation with all Participating Agencies acting for a common goal. Accordingly, the mission and objectives of the CCTF will be a shared responsibility of the Participating Agencies.
2. Lead Agency: The FBI is the lead agency for the CCTF and agrees to overall management responsibilities for the task force, including but not limited to record keeping and daily responsibility for personnel work assignments and investigative matters.

3. **FBI Program Manager:** The daily operational control, management, supervision of, and responsibility for operations of the CCTF shall be vested in an FBI Program Manager. The FBI Program Manager shall be a sworn law enforcement officer (an FBI Special Agent or Supervisory Special Agent) assigned by his/her respective FBI Field Office to the CCTF. The term of office of the FBI Program Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.
4. **Participating Agency Team Leader:** Day-to-day operational matters may be assigned by the FBI Program Manager to a Team Manager. The Team Manager shall be from a Participating Agency other than the FBI and shall be selected by the FBI in consultation with all CCTF Participating Agencies. The Team Manager shall be a full-time employee assigned to the CCTF. The term of office of the Team Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.

## **H. PERSONNEL**

1. **Membership:** The CCTF shall consist of a combined body of investigators and support personnel from the Participating Agencies.
2. **No Employment by the CCTF:** The CCTF does not directly or indirectly employ any personnel assigned to it. The CCTF is established for the coordination of applicable investigations and does not establish employer-employee relationships with the personnel assigned to the CCTF from the Participating Agencies.
3. **Responsibility for Conduct:** Personnel assigned to the CCTF may not engage in any activity which, either in appearance or in fact, conflicts with their duties at the CCTF or reasonably impeaches the independence of their work for the CCTF. In addition to the requirements set forth in this MOU and the accompanying SOP, each Participating Agency shall ensure that their employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies applicable to those of their respective agency.
4. **Assignment to the CCTF:** Personnel selections for the CCTF are at the discretion of the FBI and each respective Participating Agency. Personnel will be selected based on the needs of the CCTF and the Participating Agencies. As a general matter, all personnel shall work in a full-time capacity at the CCTF (and at a minimum not less than 3 days a week) and make a minimum two-year work commitment to the CCTF due to the specialized nature of the work and applicable training.

## **I. INFORMATION MANAGEMENT**

1. **Records and Reports:** All CCTF investigative records will be maintained at the CCTF location or the local FBI Field Office. Investigative documents will be stored on the FBI's electronic databases in order to enhance national information sharing among task forces and other investigators. Classified information shall not be placed in a non-Federal Participating Agency's files or maintained outside of an accredited CCTF location unless approved in advance and in writing by an FBI Security Officer.
2. **Non-Disclosure Agreement:** CCTF information only may be disseminated on a need-to-know basis and as expressly permitted. No CCTF information may be disseminated outside of the CCTF without the express permission of the FBI and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and other agencies that would permit such agencies, including CCTF participants' employing agencies, to receive FBI information directly.
3. **Media:** No member of the CCTF will unilaterally discuss or otherwise reveal information relating to CCTF investigations, or other FBI related investigations known to them, to any media representatives. All releases of information to the media on CCTF matters will be mutually agreed upon and coordinated jointly under the supervision of the FBI Program Manager or Team Manager.

J. **LIABILITY.** The FBI makes no representation that the United States will provide legal representation or indemnification to any law enforcement officer or employee assigned to the CCTF. Legal representation and indemnification by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis pursuant to legal standards and DOJ policy.

K. **SALARIES AND FUNDING**

1. Salary and Compensation: Salaries, benefits, taxes, and withholdings of CCTF members will be paid by their respective agencies.
2. Overtime: Overtime may be compensated to CCTF members by their respective agencies in accordance with their applicable overtime provisions.
3. Funding: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds; this MOU is instead a basic statement of the understanding between the parties of the tasks and methods required for a successful CCTF. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

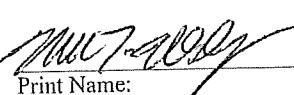
L. **DURATION AND MODIFICATION OF THE MOU.** The term of this MOU shall be for the duration of the CCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon the written mutual consent of the agencies involved. A Participating Agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. Should a Participating Agency terminate its participation, it must return any equipment to the supplying entity. Similarly, as soon as practicable consistent with ongoing investigations, remaining agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during its CCTF participation. Any modification of this MOU will be effected with the written mutual consent of the involved parties. This MOU may be signed in counterparts.

M. **NO THIRD PARTY RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party (other than a Participating Agency of this CCTF entering into a similar MOU with the FBI) against the parties hereto, the United States, or the officers, employees, agents, or other associated personnel thereof.

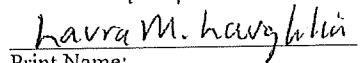
N. **EFFECTIVE DATE AND ADDITIONAL PARTIES.** As among the original parties, this MOU shall become effective when signed and dated by the FBI and the duly authorized representative of at least one other agency. The parties anticipate that the FBI will enter into similar MOUs with other Participating Agencies.

SO AGREED on behalf of the entities/organizations below:

  
Print Name: Laura M. Vaughan  
Title: SAC  
Organization/Title: FBI  
Date: 12/2/2008

  
Print Name: Mark T. Uilleja  
Title: Contracting Officer  
Organization: FBI  
Date: 2/11/09

  
Print Name: Paul S. Beckley  
Title:   
Organization: Washington State Patrol  
Date: 11-24-08

  
Print Name: Laura M. Vaughan

Official Law Enforcement Use Only

Standard Cyber Crime Task Force MOU (March 2006)

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Title:  
Organization:  
Date:

Title:  
Organization:  
Date:

Title:  
Organization:  
Date:

Responsibility for conduct, not under the direction of the SAC or SSA, of each member of the joint investigative effort, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of their respective employees.

Each agency member who participates in this joint investigative effort will be subject to the personnel rules, regulations, laws, and policies applicable to them through their respective agency. FBI participants will continue to adhere to the FBI's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.

Each member of this joint investigative effort will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

Subject to other provisions in this document, continued participation in this joint investigative effort will be based on performance, and will be at the discretion of each member's respective supervisor.

#### **B. Case Assignments**

The FBI SSA with designated oversight for this joint investigative effort will be responsible for opening, monitoring, directing, and closing investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

Assignments will be based upon, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for this joint investigative effort.

For FBI administrative purposes, investigative activity connected with this joint investigative effort will be entered into the relevant FBI computer system.

#### **C. Resource Control**

Specific control of members assigned to, or assisting with, this joint investigative effort, including personnel and the decision to continue to dedicate resources, shall be retained by the participating agency heads, which will be kept fully apprised of all investigative developments by their respective subordinates.

### **5) OPERATIONS**

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### **A. Investigative Exclusivity**

It is agreed that matters designated to be handled in this joint investigative effort will not knowingly be subject other law enforcement efforts by any of the participating agencies. It is agreed that there is to be no unilateral action taken on the part of the participating agencies relating to this joint investigative effort. All law enforcement actions will be coordinated and cooperatively carried out.

### **B. Confidential Human Sources**

The disclosure of Confidential Human Sources (CHSs) to non-FBI members will be limited to those situations where it is essential to the effective performance of the joint investigative effort. These disclosures will be consistent with applicable FBI guidelines.

In situations where the identity of an FBI CHS is disclosed, further disclosure of the identity of an FBI CHS, including to other members of the joint investigative effort is not allowed without the express approval of the FBI. No document(s) which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

In those instances where a participating agency provides a CHS, the FBI may, at the request of the appropriate official of the participating agency, and at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

The United States Attorney General's Guidelines, and FBI policy and procedure, for operating FBI CHSs and other human sources of information, shall apply to all FBI CHSs opened and operated in furtherance of this joint investigative effort. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

Operation, documentation, and payment of solely state, county, or local CHSs opened and operated by non-FBI members in furtherance of this joint investigative effort must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local CHSs opened and operated in furtherance of this joint investigative effort shall be maintained at an agreed upon location.

### **C. Reports and Records**

All investigative reports will be prepared in compliance with existing FBI policy and will be maintained at an approved FBI location. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the joint investigative effort will be made available for inclusion in the respective investigative agencies' files, as appropriate.

Investigative records maintained by the FBI will be available to all members of this joint investigative effort, as well as their supervisory and command staff, subject to pertinent legal, administrative and/or policy restrictions.

All evidence and original tape recordings (audio and video) acquired during the course of the joint investigative effort will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody for electronic and non-electronic evidence will be adhered to.

Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

6) **PROSECUTIONS**

A determination will be made whether the prosecution of any matter developed as the result of this joint investigative effort will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which venue of prosecution would be of the greatest benefit to the overall objectives of the joint investigative effort. In anticipation of the matter being prosecuted in federal court; all investigative activity will conform to the requirements for federal Prosecution.

**A. Investigative Methods/Evidence**

The parties to this MOU agree to conform to federal standards concerning evidence collection, processing and storage, and electronic surveillance, while acting in furtherance of this joint investigative effort. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

The use of other investigative methods and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI.

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If the Attorney general declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office or employment." 28 U.S.C. § 2679(d)(3).

Liability for negligent or willful acts of individuals participating in this joint investigative effort, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).

Deputized officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R §§ 50.15, 50.16.

An employee may be provided representation "when the actions for which representation requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or [her] designee determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

A deputized officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the Seattle Division of the FBI. The CDC will then forward the representation request to the FBI's Office of the General Counsel (OGC) together with a Letterhead Memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. § 50.15(a)(3).

If the officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

18) **DURATION**

The term of this MOU is for the duration of the joint investigative effort, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

Any participating agency may withdraw from the joint investigative effort at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the joint investigative effort at least 30 days prior to withdrawal.

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19) MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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Chief Lee Bennett  
Airway Heights Police Department

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Laura M. Laughlin  
Special Agent-in-Charge  
Federal Bureau of Investigation

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Kevin Hanff Acting Special Agent-in-Charge  
United States Internal Revenue Service  
Criminal Investigation  
Seattle Field Office

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SAC Donald Farmer  
United States Department of Energy  
Richland, WA Field Office

*D. J. K*  
**FOR:** John R. Batiste *David J. Kurnitz*  
Chief *Deputy Chief*  
Washington State Patrol

C100659FED

APPROVED AS TO FORM  
*DA F-1 2/24/00*  
ASSISTANT ATTORNEY GENERAL

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**MEMORANDUM OF UNDERSTANDING (MOU)****PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Washington State Patrol (WSP) and the Federal Bureau of Investigation (FBI).

**AUTHORITIES**

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. 533; 42 U.S.C. 3771; and 28 C.F.R. 0.85.

**PURPOSE**

The purpose of this MOU is to delineate the responsibilities of the WSP and the FBI participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

This mission of this joint endeavor is to investigate insurance fraud and organized crime, specifically focusing on continuing criminal enterprises operating within, or with a connection to, Washington State.

**SUPERVISION AND CONTROL****Supervision**

- Overall supervision of the personnel participating in this endeavor shall be the shared responsibility of the participants.
- The Special Agent in Charge (SAC) of the Seattle Division shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility for all personnel and investigative matters pertaining to matters associated with this endeavor.
- Responsibility for conduct, not under the direction of the SAC or SSA, of each member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of their respective employees.

- Each agency member who is involved in this endeavor will be subject to the personnel rules, regulations, laws, and policies applicable to those of their respective agencies. FBI participants will continue to adhere to the FBI's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.
- Each member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.
- Subject to other provisions in this document, continued participation will be based on performance and will be at the discretion of each member=s respective supervisor.

### **Case Assignments**

- The FBI SSA with designated oversight for investigative matters will be responsible for opening, monitoring, directing, and closing investigations in accordance with existing FBI policy and the applicable United States Attorney General=s Guidelines.
- Assignments of cases to personnel will be based upon, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for investigative matters.
- For FBI administrative purposes, cases will be entered into the relevant FBI computer system.
- Members will have equal responsibility for each case assigned and personnel will be responsible for the complete investigation from predication to resolution.

### **Resource Control**

- Specific control of resources, including personnel, and the continual dedication of resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

## **OPERATIONS**

### **Investigative Exclusivity**

- It is agreed that matters designated to be handled by consistent with this joint endeavor will not knowingly be subject to other law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the work done in connection with this MOU.

- It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to investigations or areas of concern in connection with this MOU. All law enforcement actions will be coordinated and cooperatively carried out.

### **Informants**

- The disclosure of FBI Confidential Human Sources (CHS) will be at the discretion of the FBI and will be consistent with applicable FBI guidelines.
- Non-FBI members may not make any further disclosure of the identity of an FBI CHS, including to other members. No documents are to be prepared or disseminated outside the FBI, which identify or tend to identify an FBI CHS.
- In those instances where a participating agency provides a CHS, the FBI may, upon agreement of the FBI SAC and the appropriate official in the relevant participating agency, become solely responsible for the CHS =s continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States Attorney General=s Guidelines and FBI policy and procedure for operating CHSs shall apply to all FBI CHSs opened and operated in furtherance of investigations undertaken as part of this joint endeavor. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of solely state, county, or local CHSs opened and operated by Non-FBI individuals in furtherance of investigations shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict with the United States Attorney General=s Guidelines. Documentation of state, county, or local CHSs opened and operated in furtherance of investigations shall be maintained at an agreed upon location.

### **Reports and Records**

- All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of this endeavor may be made available for inclusion in the respective investigative agencies= files, as appropriate.
- Reports prepared in cases assigned to state, county and local participants will be maintained at an FBI-approved location; original documents will be maintained by the FBI.

- Investigative records maintained at the Seattle Division of the FBI will be available to all participants, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.
- All evidence and original tape recordings (audio and video) acquired during the course of the investigation(s) will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by all participants.
- Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

#### PROSECUTIONS

- All investigative procedures are to conform to the requirements for Federal Prosecution.
- A determination will be made on a case-by-case basis whether the prosecution of cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which avenue of prosecution would be of the greatest benefit to the overall objectives of the joint endeavor.

#### **Investigative Methods/Evidence**

- For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to Federal standards concerning evidence collection, processing, storage, and electronic surveillance.
- In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of Washington State is more restrictive than the comparable Federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI.

#### **Undercover Operations**

- All undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General=s Guidelines.

## DEPUTATIONS

- Local and state law enforcement personnel designated to work on this endeavor, subject to a limited background inquiry, may be sworn as Federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator=s assignment or until the termination of the endeavor, whichever comes first.
- Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

## VEHICLES

- Participating agencies agree to provide vehicles for their employees.
- On a case-by-case basis, the FBI may authorize the use of vehicles owned or leased by the FBI when necessary, for example in connection with surveillance, case management and investigations.
- When authorized, participating agency personnel using FBI vehicles agree to operate the vehicles in accordance with all applicable FBI rules and regulations.
- FBI vehicles, including Government-owned, rented, and leased vehicles, are to be used for official business only.
- The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated the work of the joint endeavor.
- The responsibility for all liability attributed to the participating agencies resulting from the use of vehicles by their employees, CHSs, or others, rests with the individual participating agency.
- The participating agencies agree to be responsible for any damage incurred to, or caused by, vehicles caused by any act or omission on the part of their respective employees and participating agencies agree to assume financial responsibility for property damage to, and caused by, said vehicles according to the law(s) which control such matters for the respective agency.

## SALARY/OVERTIME COMPENSATION

- The salaries of individuals participating in this endeavor will be borne by their respective agencies.

## **PROPERTY AND EQUIPMENT**

- Property of the FBI and participating agencies may be provided on a case-by-case basis when needed to conduct investigations and operations.
- Property damaged or destroyed which was utilized by the personnel assigned to, or assisting with, this matter in connection with authorized investigations and/or operations will be the financial responsibility of the agency supplying said property.

## **FUNDING**

- This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

## **FORFEITURES**

- The FBI shall be responsible for the processing of assets seized for Federal forfeiture.
- Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set forth by the FBI and Department of Justice (DOJ). Forfeitures may be distributed among the participating agencies.

## **DISPUTE RESOLUTION**

- In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the overall objectives.
- The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

## **MEDIA RELEASES**

- All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- The parties agree that information will only be disseminated to the media in accordance with the terms of this MOU.

## LIABILITY

- Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.
- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), 2671-2680.
- For the limited purpose of defending claims arising out of TASK FORCE activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an Employee of the United States Government as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), the Attorney General or his designee may certify that an individual defendant acted within the scope of his/her employment at the time of the incident giving rise to the suit. Id., 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(D)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his/her official capacity.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office or employment. 28 U.S.C. § 2679(D)(3).
- Liability for negligent or willful acts of an individual, undertaken outside the terms of this MOU, will be the sole responsibility of the respective employee and agency involved.
- Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (197A) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized Federal officers.

- Both state and Federal officers enjoy qualified immunity from suit for constitutional torts insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- Federally deputized officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. 50.15, 50.16.
- An employee may be provided representation when the actions for which representation requested reasonably appear to have been performed within the scope of the employee=s employment and the Attorney General or his designee determines that providing representation would otherwise be in the interest of the United States. 28 C.F.R. 50.15(a).
- An officer=s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the Seattle Division. The CDC will then forward the representation request to the FBI=s Office of the General Counsel (OGC) together with a Letterhead Memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. 50.15(a)(3).
- If a deputized officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a Federal employee is entitled to DOJ representation under 28 C.F.R. 50.15(a).

#### DURATION

- The term of this MOU is for the duration of the joint endeavor, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
- Any participating agency may withdraw from the endeavor at any time by written notification to the SSA with designated oversight for investigative matters.
- Upon termination of this MOU, all equipment provided will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during its participation.

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FEDERAL BUREAU OF INVESTIGATION  
SOUTH SOUND GANG TASK FORCE (SSGTF)  
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the WASHINGTON STATE PATROL (LEA). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of SOUTH SOUND GANG TASK FORCE personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSGTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSGTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSGTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the **Seattle** Division shall designate one Supervisory Special Agent (SSGTF Supervisor) to supervise the SSGTF. The SSGTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSGTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSGTF.
7. Conduct undertaken outside the scope of an individual's SSGTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSGTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSGTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSGTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSGTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSGTF Supervisor will also retain discretion to remove any individual from the SSGTF.

**B. Case Assignments**

11. The FBI SSGTF Supervisor will be responsible for opening, monitoring, directing, and closing SSGTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSGTF Supervisor.
13. For FBI administrative purposes, SSGTF cases will be entered into the relevant FBI computer system.

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14. SSGTF personnel will have equal responsibility for each case assigned. SSGTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSGTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the SSGTF will not knowingly be subject to non-SSGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSGTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSGTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSGTF investigative leads outside of the geographic areas of responsibility for FBI Seattle Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSGTF personnel will be limited to those situations where it is essential to the effective performance of the SSGTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSGTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSGTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSGTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSGTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSGTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSGTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSGTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSGTF reports prepared in cases assigned to SSGTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSGTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSGTF.
27. SSGTF investigative records maintained at the Seattle Field Office of the FBI will be available to all SSGTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSGTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSGTF personnel.
29. All SSGTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSGTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSGTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between SSGTF personnel and FBI employees not assigned to the SSGTF, may be disseminated by SSGTF personnel to non-SSGTF personnel without the approval of the SSGTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSGTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

**PROSECUTIONS**

38. SSGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

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39. A determination will be made on a case-by-case basis whether the prosecution of SSGTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSGTF.
40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All SSGTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May

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45. The parent agency of each individual assigned to the SSGTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSGTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. SSGTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the SSGTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSGTF or until the termination of the SSGTF, whichever comes first.
49. Deputized SSGTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSGTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSGTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSGTF business.

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16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSGTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSGTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their SSGTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSGTF personnel assigned full-time to SSGTF, provided overtime expenses were incurred as a result of SSGTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSGTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the SSGTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSGTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSGTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSGTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

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58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSGTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSGTF investigations may be equitably shared with the agencies participating in the SSGTF.

**DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSGTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

65. If an LEA candidate for the SSGTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSGTF, the participating agency will be so advised and a request will be made for another candidate.

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67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, SSGTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSGTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSGTF, each individual whose assignment to the SSGTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSGTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSGTF or otherwise relating to the SSGTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSGTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a

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case-by-case basis, and the FBI cannot guarantee such certification to any SSGTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Seattle Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSGTF personnel.
74. Liability for any conduct by SSGTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the SSGTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSGTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSGTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSGTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSGTF participation.

**MODIFICATIONS**

78. This agreement may be modified at any time by written consent of all involved agencies.

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79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

Anna M. Daugler

Special Agent in Charge  
Federal Bureau of Investigation

6/25/2013

Date

D C Hattell  
Chief/Sheriff Deputy Chief, Curt Hattell  
Law Enforcement Agency  
Washington State Patrol

S-30-13

Date

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This document is the property of the FBI and is loaned to your agency.  
Neither it nor its contents may be released without authorization by FBI Headquarters.

- Each agency member who is involved in this endeavor will be subject to the personnel rules, regulations, laws, and policies applicable to those of their respective agencies. FBI participants will continue to adhere to the FBI's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.
- Each member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.
- Subject to other provisions in this document, continued participation will be based on performance and will be at the discretion of each member's respective supervisor.

### **Case Assignments**

- The FBI SSA with designated oversight for investigative matters will be responsible for opening, monitoring, directing, and closing investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
- Assignments of cases to personnel will be based upon, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for investigative matters.
- For FBI administrative purposes, cases will be entered into the relevant FBI computer system.
- Members will have equal responsibility for each case assigned and personnel will be responsible for the complete investigation from predication to resolution.

### **Resource Control**

- Specific control of resources, including personnel, and the continual dedication of resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

## **OPERATIONS**

### **Investigative Exclusivity**

- It is agreed that matters designated to be handled consistent with this joint endeavor will not knowingly be subject to other law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the work done in connection with this MOU.

- It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to investigations or areas of concern in connection with this MOU. All law enforcement actions will be coordinated and cooperatively carried out.

### **Informants**

- The disclosure of FBI Confidential Human Sources (CHS) will be at the discretion of the FBI and will be consistent with applicable FBI guidelines.
- Non-FBI members may not make any further disclosure of the identity of an FBI CHS, including to other members. No documents are to be prepared or disseminated outside the FBI, which identify or tend to identify an FBI CHS.
- In those instances where a participating agency provides a CHS, the FBI may, upon agreement of the FBI SAC and the appropriate official in the relevant participating agency, become solely responsible for the CHS's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States Attorney General's Guidelines and FBI policy and procedure for operating CHSs shall apply to all FBI CHSs opened and operated in furtherance of investigations undertaken as part of this joint endeavor. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of solely state, county, or local CHSs opened and operated by Non-FBI individuals in furtherance of investigations shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict with the United States Attorney General's Guidelines. Documentation of state, county, or local CHSs opened and operated in furtherance of investigations shall be maintained at an agreed upon location.

### **Reports and Records**

- All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of this endeavor may be made available for inclusion in the respective investigative agencies' files, as appropriate.
- Reports prepared in cases assigned to state, county and local participants will be maintained at an FBI-approved location; original documents will be maintained by the FBI.

- Investigative records maintained at the Seattle Division of the FBI will be available to all participants, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.
- All evidence and original tape recordings (audio and video) acquired during the course of the investigation(s) will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by all participants.
- Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
- The FBI and the WSP will immediately report to each other each instance in which data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

### **PROSECUTIONS**

- All investigative procedures are to conform to the requirements for Federal Prosecution.
- A determination will be made on a case-by-case basis whether the prosecution of cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which avenue of prosecution would be of the greatest benefit to the overall objectives of the joint endeavor.

### **Investigative Methods/Evidence**

- For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to Federal standards concerning evidence collection, processing, storage, and electronic surveillance.
- In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of Washington State is more restrictive than the comparable Federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI.

- The salaries of individuals participating in this endeavor will be borne by their respective agencies.

#### **PROPERTY AND EQUIPMENT**

- Property of the FBI and participating agencies may be provided on a case-by-case basis when needed to conduct investigations and operations.
- Property damaged or destroyed which was utilized by the personnel assigned to, or assisting with, this matter in connection with authorized investigations and/or operations will be the financial responsibility of the agency supplying said property.

#### **FUNDING**

- This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

#### **FORFEITURES**

- The FBI shall be responsible for the processing of assets seized for Federal forfeiture.
- Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set forth by the FBI and Department of Justice (DOJ). Forfeitures may be distributed among the participating agencies.

#### **DISPUTE RESOLUTION**

- In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the overall objectives.
- The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

#### **MEDIA RELEASES**

for money damages arising out of or relating to the same subject matter against the employee or the employee's estate is precluded without regard to when the act or omission occurred." 28 U.S.C. § 2679(b)(1).

- d. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).
- e. Liability for any negligent or willful acts of personnel undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

## 2. Constitutional Claims

- a. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- b. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- c. If any deputized WSP personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of this MOU, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- d. An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

e. A written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the Seattle Field Office of the FBI. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. The FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

f. If any personnel are found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

g. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the joint endeavor, and nothing in this MOU shall be deemed to create any legal right on the part of any personnel.

#### **B. Express Reservations**

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any WSP member other than for exclusive purposes outlined in the Liability section herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

#### **DURATION**

- The term of this MOU is for the duration of the joint endeavor, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
- Any participating agency may withdraw from the endeavor at any time by written notification to the SSA with designated oversight for investigative matters.

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**FEDERAL BUREAU OF INVESTIGATION  
SEATTLE SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Washington State Patrol. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Seattle Safe Streets Task Force (Seattle SSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. **Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Seattle Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. **Case Assignments**

11. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
13. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

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14. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSTF investigative leads outside of the geographic areas of responsibility for FBI Seattle Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
27. SSTF investigative records maintained at the Seattle Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
29. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

32. No Information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

**PROSECUTIONS**

38. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the

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45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

**DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

65. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

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Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Seattle Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

**MODIFICATIONS**

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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**FEDERAL BUREAU OF INVESTIGATION  
SPOKANE VIOLENT CRIME GANG ENFORCEMENT TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Washington State Patrol (WSP). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Spokane Regional Safe Streets Task Force (SRSSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the SRSSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SRSSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SRSSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SRSSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SRSSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SRSSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SRSSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SRSSTF reports prepared in cases assigned to SRSSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SRSSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SRSSTF.
27. SRSSTF Investigative records maintained at the Seattle Field Office, Spokane Resident Agency of the FBI will be available to all SRSSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SRSSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SRSSTF personnel.
29. All SRSSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SRSSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SRSSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between SRSSTF personnel and FBI employees not assigned to the SRSSTF, may be disseminated by SRSSTF personnel to non- SRSSTF personnel without the approval of the SRSSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SRSSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

**PROSECUTIONS**

38. SRSSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

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39. A determination will be made on a case-by-case basis whether the prosecution of SRSSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SRSSTF.
40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SRSSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All SRSSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>

45. The parent agency of each individual assigned to the SRSSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SRSSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. SRSSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the SRSSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SRSSTF or until the termination of the SRSSTF, whichever comes first.
49. Deputized SRSSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of WSP may be permitted to drive FBI owned or leased vehicles for official SRSSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to WSP SRSSTF personnel will require the execution of a separate Vehicle Use Agreement.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SRSSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of WSP and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by WSP SRSSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by WSP task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, WSP agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by WSP SRSSTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and WSP remain responsible for all personnel costs for their SRSSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to WSP the cost of overtime worked by non-federal SRSSTF personnel assigned full-time to SRSSTF, provided overtime expenses were incurred as a result of SRSSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and WSP for full-time employee(s) assigned to SRSSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable WSP overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the SRSSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SRSSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SRSSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SRSSTF, will be the financial responsibility of the agency supplying said property.

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66. If, for any reason, the FBI determines that a WSP candidate is not qualified or eligible to serve on the SRSSTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, SRSSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SRSSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SRSSTF, each individual whose assignment to the SRSSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SRSSTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SRSSTF or otherwise relating to the SRSSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SRSSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SRSSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SRSSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual

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is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SRSSTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Blivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SRSSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Seattle Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SRSSTF personnel.
74. Liability for any conduct by SRSSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the SRSSTF operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SRSSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SRSSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SRSSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SRSSTF participation.

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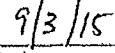
MODIFICATIONS

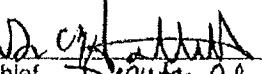
78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

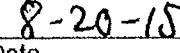
SIGNATORIES

  
\_\_\_\_\_  
Special Agent in Charge

Federal Bureau of Investigation

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Deputy Chief  
Washington State Patrol

  
\_\_\_\_\_  
Date

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withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation.

#### MODIFICATIONS

24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

#### SIGNATORIES



Print Name: Frank Montfort Jr.  
Title: SAC  
Organization: FBI  
Date:



Print Name: JASON G. BERRY  
Title: ASSISTANT CHIEF  
Organization: Washington State Patrol  
Date: 4-14-16

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Print Name:  
Title:  
Organization:  
Date:

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Print Name:  
Title:  
Organization:  
Date:

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Print Name:  
Title: Program Manager  
Organization: FBI/CID  
Date: